

**PUBLIC NOTICE
CITY OF WEST DES MOINES
PUBLIC WORKS DEPARTMENT**

SNOW HAULING

Sealed bids will be received by the City of West Des Moines, Iowa, on or before 2:00 p.m., Central Daylight Time, Wednesday, August 27, 2014

BID ITEM: Snow Hauling

Bidder shall submit their bids in a sealed envelope, plainly marked "Snow Hauling Bid" and be delivered to:

Office of City Clerk
City of West Des Moines
4200 Mills Civic Parkway, 1A
P.O. Box 65320
West Des Moines, Iowa, 50265-0320

Specifications may be secured at the Department of Public Works, 560 South 16th Street, West Des Moines, Iowa, by contacting Mike Coughlon, Operations Supervisor.

Price shall be final and the City reserves the right to accept or reject any or all bids and waive irregularities and technicalities as determined to be in the best interest of said City.

Published in the Des Moines Register, Friday, August 22, 2014.

**REQUEST FOR BID
CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC WORKS**

SNOW/MISCELLANEOUS HAULING

The City of West Des Moines, Iowa, solicits interested firms to submit bids for snow removal and miscellaneous hauling for the City of West Des Moines.

Submittals marked "Snow Hauling Bid" will be received no later than 2:00 p.m., Central Daylight Time, on Wednesday, August 27, 2014, in:

Office of the City Clerk
City of West Des Moines
4200 Mills Civic Parkway, 1A
P.O. Box 65320
West Des Moines, Iowa 50265-0320

BID PROCEDURE

Mark outside of envelope with bid subject, "Snow Hauling Bid".

Bids received after the announced time and date of receipt, by mail or otherwise, will be returned unopened. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. The City of West Des Moines reserves the right to award in part or in whole or to reject any or all bids.

Any bid submitted MUST be signed by an individual authorized to bind the bidder. All bids submitted without such signature will be deemed non-responsive, and will not be acceptable.

If you desire not to quote on this bid, please forward your acknowledgment of NO BID SUBMITTED to the above address.

**SPECIFICATIONS
CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC WORKS**

SNOW HAULING

I. PURPOSE/INTENT

A. Snow Hauling

1. The purpose of this Agreement provides the City of West Des Moines (hereinafter called City) and the successful bidder (hereinafter called Contractor) with a mutually acceptable Agreement to provide planned and emergency snow hauling operations on local city streets and roadways within the City of West Des Moines, Iowa. It will also provide the City with pricing for other types of miscellaneous hauling that may occur throughout the year.

B. Administration

1. This Agreement shall be entered into with the City of West Des Moines, and administered by the Director of Public Works or their designated representative.

C. Snow Hauling Policy

1. The City's snow hauling policy requires the hauling of snow from the Valley Junction area of West Des Moines and any other areas designated by the Public Works Department to the City's holding area located behind the Martin Marietta facility on Lincoln Street, or other designated areas.
2. It is the intention of the City to retain the services of the Contractor for major snowfalls requiring removal and hauling under the City's current Snow and Ice Control Policy.

D. Scope of Operations

1. It is the intent of the City that the Contractor be able to provide a minimum of (6) tandem trucks to perform the entire snow hauling operation. Depending upon storm conditions and the scope of the Public Works snow operation, the number of trucks required may be less than the minimum number that the contractor is required to provide as a minimum. If the contractor does not possess the minimum number of units and plan on sub-contracting, they must notify the City of this in their bid documents.

II. LENGTH OF AGREEMENT

- A. This Agreement shall be an annual Agreement limited to the snow season commencing September 15, 2014, and ending September 15, 2015, inclusive. This Agreement may be renewed annually by written mutual consent of both the City and the Contractor. A mutually agreeable contract increase may be initiated based on the CPI-W (as calculated by the United States Bureau of Labor Statistics) in August of the renewing year.

Specifications

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- B. This Agreement may be terminated for good cause, including failure to perform in accordance with section I-D and section VI of this Agreement, by the City during the Agreement period subject to written notice being delivered by registered mail sent to the Contractor at the address referenced on the Bid form.
- C. The City will guarantee a minimum of 4 hours per requested number of trucks for any snow hauling operation under the terms of this Agreement.

III. EQUIPMENT

A. Size of Truck

- 1. The truck used for hauling snow shall be a tandem truck with a minimum dumpbox capacity of 12 cubic yards. All vehicles shall be properly equipped and outfitted to meet all local, county, state or federal laws. The City reserves the right to reject at any time, with notice to the Contractor, any vehicle that does not appear to comply with all necessary legal requirements.

B. Vehicle Designation/Replacements

- 1. The Contractor shall provide the City with the vehicle model, year, capacity, identification number (if available), and license plate number to the City within ten days of execution of this contract. After inspection by the City, those vehicles acceptable for performance under this contract will be verified by the City. Except for emergencies, any planned substitution or replacement of previously approved equipment shall require prior written approval by the City.

IV. OPERATION & MAINTENANCE

A. Operator

- 1. The Contractor shall ensure that the operator provided with each piece of equipment is fully trained and properly licensed with the State of Iowa to operate the vehicle or any anticipated replacement.

B. Parts & Fuel

- 1. The hourly rates contained herein shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services. It shall also include depreciation on the vehicle and related equipment including the repair, maintenance and replacement of all materials and supplies. It shall also include all labor, tools and equipment necessary for making any and all repairs or replacements which may be necessary to keep and maintain the machine and all parts thereof in proper and safe working order and serviceable repair.

C. Storage

1. The Contractor shall assume all responsibility and costs associated with maintaining proper and necessary protection/shelter/storage for both the vehicle and operator.

V. HOURLY RATES

A. Operators

1. All hourly rates quoted shall include full operation by a qualified operator.

B. Quantities

1. All rates quoted shall be on an hourly basis and shall be rounded to the nearest 0.25 (quarter) hour.

C. Premium/Overtime

1. No premium calculation or additional adjustment shall be given to the rates quoted for any hours worked regardless of day, date, time of day or consecutive hours worked in any given snow removal operation or calendar week.

D. Non-Productive/Downtime

1. The hourly rate shall be paid for the actual number of hours the machine is operated under the direction of the City. The City shall not be responsible for payment for any time taken for rest or meal breaks. However, the City will recognize payment for routine maintenance and emergency repairs or adjustments necessary to keep the machine properly operating. However, limited accumulated delay time for which payment will be made shall not exceed ten (10) percent of the actual working time required for any single snow hauling operation. This allowance shall be provided for only those pieces of equipment previously approved by the City for required snow hauling operations under this agreement.

VI. PERFORMANCE REQUIREMENTS

A. Personnel

1. The Contractor shall provide the City with the name, address and telephone number(s) for at least two designated contact personnel responsible for ensuring response to the City's request for rental services. The Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period the Agreement is in force including Saturdays, Sundays and Holidays.

B. Response Time

1. The Contractor shall respond and begin snow hauling operations at the time designated by the Department of Public Works representatives. The Contractor shall ensure that the equipment and operator are ready and able to continuously provide snow hauling services through the completion of the designated areas.

C. Down Time

1. The Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow hauling operations. If, once commencing a snow removal operation, a piece of equipment becomes disabled and nonfunctional for a period of one (1) consecutive hour, the Contractor shall provide a satisfactory replacement vehicle and operator if necessary at no additional cost to the City.

D. Communications

1. In the event it becomes necessary, the City will provide a portable two-way, hand-held radio to one of the truck units for continuous communications with the supervisor on duty. The contracted trucks must have the capability to communicate with each other at all times. The City will assume all costs associated with the repair and maintenance of the radio to proper working conditions except for those costs associated with damage resulting from negligence, loss, or abuse by the operator which will be the responsibility of the Contractor. Trucks will report to the address specified by the City prior to beginning hauling operations. When the hauling operation is completed the Public Works supervisor will track the total numbers of hours units have worked and record the data.

E. Authority/Direction

1. The Contractor and his designated operators shall respond to all directions given by the City in a positive, courteous and timely manner during the snow hauling operation. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence or insubordination or inability of the piece of equipment to function properly for the requested services.
2. The Contractor shall begin the snow hauling operation at a designated point and follow a specific progression as directed by the City.

F. Performance Bond

1. The Contractor shall provide and maintain a performance bond in a manner acceptable to the City in the amount of \$1,000 for the duration of this agreement. The City shall not file against or use this performance bond for any issue or matter not relating to nonperformance or noncompliance with this agreement.

G. Non-Performance

1. The Contractor shall waive any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by the City either prior to, during or after any scheduled or emergency snow hauling operation in lieu of these contractual services as may be necessary due to non-performance or excessive delays of the Contractor.

H. Property Damage

1. The contractor shall be responsible for any and all damage to private as well as public property (including public utilities) due to its own or it's employees negligence in performing the snow hauling operation.

VII. COMPENSATION

A. Payment Schedule

1. All pay requests must be prepared and submitted by the Contractor as verified and approved by the Director of Public Works or his designated representative. All pay requests so received shall be processed and payment made by the City not less than 15 nor more than 30 days after receipt by the City.

VIII. INSURANCE/LIABILITY/CLAIMS

A. Indemnification

1. The Contractor indemnifies, saves and holds harmless the City and all of its agents and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the Contractor's performance under this agreement. It is hereby understood and agreed that any and all employees of the Contractor and all other persons employed by the Contractor in the performance of services under this agreement, required or provided for hereunder by the Contractor shall not be considered employees of the City and that any and all claims that may or might arise under the Workers Compensation Act of the State of Iowa on behalf of said employees while so engaged in any and all claims made by any third parties as a consequence of any act or omission on the part of said Contractor's employees while so engaged in the performance of these services, to be rendered herein by the Contractor shall, in no way, be the obligation or responsibility of the City.

B. Insurance

1. General
 - a. The Contractor shall purchase and maintain insurance to protect himself, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the owner.

- b. All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.
 - c. All of said Contractor's certificates of insurance shall be written in an insurance company authorized to do business in the State of Iowa.
- 2. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - d. Claims for damages insured by usual personal injury liability coverage which are sustained:
 - i. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
 - ii. by the other person;
 - e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and,
 - f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 3. Limits of Liability
 - a. The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

General Liability; contractually, independent Contractors, Broad Form Property damage	\$500,000 (including single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	\$500,000 (Aggregate hazards)
Automobile Liability (including all owned, non- owned and hired autos) single limit	\$500,000 Combined
Worker's Compensation	Statutory Benefits 100,000 Coverage B
Umbrella Liability; (applying directly excess of above liability single limit coverage)	\$1,000,000 Combined \$1,000,000

4. Contractual Liability Insurance

- a. The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

5. Regulations of the Contract

- a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their agents, officers and employees from and against all claim, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- b. In any and all claims against the Owner or any of their agents, officers or employees by any employee of the Contractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this subparagraph 2d shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- c. Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, his agents, Subcontractors, materials owned or rented by the Contractor, his agents, Subcontractors, material men or his or their employees: To shed or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.
- d. Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names or witnesses, if any, and stating the amount of any claim.
- e. Legal Compliance

The Contractor agrees to comply with all State and Federal laws and local ordinances governing the employment of personnel.
- f. Claims

The Contractor agrees to process and resolve all claims submitted by affected property owners of the City of West Des Moines in a timely manner.

IX. AGREEMENT APPROVAL

A. Selection

- 1. The City reserves the right to retain the services of the Contractor who, in the opinion of the City, can best provide the services requested under this Agreement including availability and condition of equipment, competency of operators, previous experience, and response time.

X. BID PROPOSALS

- A. A quotation is to be entered in on one of the schedules of prices based on an hourly per truck rate. All bids must be type written or printed in ink and properly signed by an officer of the company. If the submitted bid is accepted by the City and properly countersigned, it shall constitute a formal agreement between the Contractor and the City with no further revisions, addenda, or exceptions acknowledged unless previously noted in writing on the bid form. All required performance bonds, insurance certificates and additional requested information shall be submitted in a form acceptable to the City within 15 days of execution of the agreement and request by the City.

XI. EMPLOYMENT PRACTICES

- A. Neither the Contractor nor his Subcontractors, shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of himself or others employed on the Project.
- B. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
- C. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
- D. To discriminate against any individual in terms, condition, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability is related to job performance of such person or employee.

XII. FURTHER INFORMATION

- A. Mandatory Drug and Alcohol Testing Programs
 - 1. The contractor certifies that all their employees who may perform safety sensitive functions for the City are included in a substance abuse program that meets the requirements of Federal Department of Transportation Drug and Alcohol Testing regulations, (Code of Federal Regulations, 49CFR, Part 382 and Part 40).
- B. Right-to-Know Statement
 - 1. The bidder certifies that, in accordance with the AHazard Communication Rule@, 29 C.F.R. 1910.120 (the Right-to-Know Law) and the State of Iowa AHazardous Chemical Risk
 - 2. Right-to-Know Rule, employees exposed to materials on the worksite will be trained for the materials in use by the successful contractor as part of the contract. Material Safety Data Sheets (MSDS) for City materials will be supplied to the successful contractor upon request.

C. ADA Statement

1. The City does not discriminate on the basis of disability. If you believe you have been discriminated against in any program or facility, you may file a complaint alleging the discrimination with the ADA Coordinator through the City Manager's office. The TDD line for the City of West Des Moines is 222-3334.

D. FLSA Statement

1. AWe hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

**AGREEMENT FOR PERSONNEL AND EQUIPMENT
CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC WORKS**

SNOW HAULING

Bids will be received until 2:00 p.m., Central Daylight Time, on Wednesday, August 27, 2014, at the West Des Moines City Hall, 4200 Mills Civic Parkway, 1A, West Des Moines, Iowa, 50265, for the furnishing of fully operated equipment for snow hauling operations in the City of West Des Moines.

BID OF

Firm Name (Please Print)

ADDRESS

CONTACT

PHONE #

In accordance with the notice of the City of West Des Moines, Iowa soliciting quotations (I) (We), the undersigned, hereinafter called the Contractor, hereby offer to provide services to the City of West Des Moines, hereinafter called the City, acting by and through its Director of Public Works or their designated representative, for the hauling of snow, for which the quotation may be accepted, subject to the terms and conditions herein specified; and the parties further agree that this bid form shall become the Agreement for the hauling of snow upon its execution by the City.

(I) (We) hereby certify that (I am) (We are) the only person(s) interested in this bid as principal(s); that it is made and submitted without fraud or collusion with any other person, firm or corporation; and that (I) (We) have examined this Bid and Agreement Form, and understand its contents.

(I) (We) hereby certify that (I am) (We are) the Owner (s) or have previously contracted for the purchase of the Fully Operated Snow Hauling Equipment for which quotations are submitted herein and can furnish bill of sale or contract for purchase covering said equipment.

AUTHORIZED SIGNATURE: _____

(Print Name)

DATE: _____

**SCHEDULE OF PRICES
CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC WORKS**

SNOW HAULING

The undersigned agrees to furnish personnel and equipment described on the preceding pages in accordance with the terms of this Bid and Agreement at the rates entered below and at such time as they may be requested by the City.

Contract will be at an hourly rate for hauling of snow with a minimum availability of six trucks.

A quotation may be rejected if any alteration or erasure is made in entering the rates. Quotation rates must be entered in ink or typewritten. Bidders are required to select only **one** of the Bid Options.

BID Option 1

This option will lock in the hourly rate during the term of the contract.

\$_____ /hour/per truck

Hourly rates shall be final and the City reserves the right to accept or reject any or all bids on a per hour basis and waive irregularities and technicalities as determined when it may be in the best interest of said City.

BID Option 2

With the uncertainty in fuel prices the contractor may participate in Bid Option 2, which adjusts contract prices based on the changes in the US Department of Energy's EIA Retail on-Highway Diesel Prices chart, the "Midwest" column. This chart is updated every Monday and is accessible via the Internet at www.eia.doe.gov.

(See Price Adjustment Form)The adjustment will be based on information provided below by the contractor at the time of bid. The adjustment will be calculated based on the proposed hourly adjustments for all vendors opting to participate in Option 2. Billing rates will be based on the previous Monday's price chart from the time the hauling is initiated. It should be noted that the fuel price adjustment can both **increase and decrease** the Base Contract Hourly Rate.

Price Adjustment Form (for Option 2)

Base Contract Hourly Rate - \$_____ /hour

**DESCRIPTION OF EQUIPMENT
CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC WORKS**

SNOW HAULING

The following information must be completed as part of this bid for each piece of equipment proposed to be furnished.

TANDEM TRUCK

Unit Number	_____
Make	_____
Model	_____
Year	_____
Serial Number	_____
Engine Type (Gas/Diesel)	_____
Engine Size	_____
Location of Equipment	_____
Storage Point (address)	_____

**BID LIST
CITY OF WEST DES MOINES
DEPARTMENT OF PUBLIC WORKS**

SNOW HAULING

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Larry Fleck and Son
1455 S. Pleasant Hill Boulevard
Pleasant Hill, Iowa 50327</p> <p>2. McAninch Corp
4001 Delaware
Des Moines, IA 50313</p> <p>3. Jim Coons Trucking
3344 Ashworth Road
Waukee, Iowa 50263</p> <p>4. Corell Contracting, Inc.
1310 Lincoln St.
West Des Moines, Iowa 50265</p> <p>5. Denver Findley & Son
10755 Southwold Road
Des Moines, Iowa 50320-6407</p> <p>6. James R. Hewitt Trucking
4790 NE 27th Court
Des Moines, Iowa 50317</p> <p>7. JMT Trucking
1987 NE 54th Avenue
Des Moines, Iowa 50313-2557</p> <p>8. JO Trucking
1500 Guthrie Avenue
Des Moines, Iowa 50316-1614</p> <p>9. Manning AG Service
2001 Kennedy Street
Granger, Iowa 50109</p> <p>10. J. Petticord, Inc.
5043 NE 22nd Street
Des Moines, Iowa 50313</p> | <p>11. Rhodes Trucking, Inc.
510 Grant Street
Van Meter, Iowa 50261</p> <p>12. Sarah and Andrew
2509 NE 46th Avenue
Des Moines, Iowa 50317-4823</p> <p>13. Seibert Trucking
1976 NE Broadway
Des Moines, Iowa 50313</p> <p>14. Rick Seward Trucking
2846 NW 75th Pl.
Ankeny, IA 50023</p> <p>15. K & R Trucking
Attn: Dennis Rodish
2590 NW 159th Street
Clive, Iowa 50325</p> <p>16. Bullseye Trucking
3220 Dixon Street
Des Moines, Iowa 50313</p> |
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